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DISTRICT OF MARYLAND  
**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF MARYLAND**  
2003 APR 18 A 9:50  
**SOUTHERN DIVISION AT GREENBELT**

FILED  
STRICT COURT  
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA  
*for the use and benefit of*  
YOUNG ELECTRICAL CONTRACTORS, INC.

Plaintiff/Counter-Defendant,

v.

Civil Action No. JFM 02 CV 2756

UNITED STATES FIDELITY AND  
GUARANTY COMPANY

Defendant,

and

BELL BCI COMPANY,

Defendant/Counter-Plaintiff.

**CONSENT MOTION TO STAY ALL DELAY CLAIMS**

Defendant/Counter-Plaintiff, BELL BCI Company ("BELL"), respectfully moves the Court to enter the attached proposed Order staying BELL's Counterclaim against the Plaintiff, Young Electrical Contractors, Inc. ("YEC"), to the extent that it pertains to delay and damages related thereto. In support of this Consent Motion, the BELL states as follows:

1 On January 22, 2003, the Court entered an Order that, *inter alia*, stayed YEC's delay claim against BELL set forth in Count V of YEC's Amended Complaint.

2 Pursuant to Fed.R.Civ.P. Rule 13(a), BELL's Answer to YEC's Amended Complaint had to state all compulsory counterclaims that BELL had against YEC

3 On February 3, 2003, in accordance with Fed.R.Civ.P. Rule 13(a), BELL filed its Answer and Counterclaim against YEC. BELL's Counterclaim included a delay claim based on the contention that YEC did not timely complete its work (*see* BELL's Counterclaim at p. 10, Count I, ¶ 15), as well as other breach of contract claims

4 In the interest of justice and to conserve the Court's and the parties' resources, BELL's Counterclaim, to the extent that it presents claims based on YEC's delay and damages related thereto, should be stayed until such time as the stay of YEC's delay claim is lifted. Each party's delay claim should be litigated fully at the same time, rather than piecemeal


5 BELL is authorized to state that YEC consents to granting this Motion

WHEREFORE, BEI respectfully moves the Court to enter the attached proposed Order staying all delay claims set forth in BELL's Counterclaim until the stay of YEC's delay claim is lifted

Respectfully submitted,

BELL BCI COMPANY and UNITED STATES  
FIDELITY AND GUARANTY COMPANY

By counsel

  
Richard O. Wolf (FBN 04989)  
MOORE & LEE, LLP  
1750 Tysons Boulevard, Suite 1450  
McLean, Virginia 22102-4225  
(703) 506-2050 Telephone  
(703) 506-2051 Facsimile

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
SOUTHERN DIVISION AT GREENBELT**

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2003 APR 18 A 9 54

~~UNITED STATES OF AMERICA~~  
for the use and benefit of  
YOUNG ELECTRICAL CONTRACTORS, INC

—DEPI

—DEP

Plaintiff/Counter-Defendant,

UNITED STATES FIDELITY AND  
GUARANTY COMPANY

Civil Action No. JFM 02 CV 2756

Defendant,

and

BELL BCI COMPANY,

Defendant/Counter-Plaintiff.

**ORDER**

On January 22, 2003, the Court entered an Order that, *inter alia*, stayed the plaintiff, Young Electrical Contractors, Inc.'s ("YEC"), delay claim against the defendant/counter-plaintiff, BELL BCI Company ("BELL"), set forth in Count V of YEC's Amended Complaint. On February 3, 2003, in accordance with Fed.R.Civ.P. Rule 13(a), BELL filed its Answer and Counterclaim against YEC. BELL's Counterclaim included a delay claim based on the contention that YEC did not timely complete its work.

**BELL, with YEC's consent, has moved the Court to enter this Order staying BELL's Counterclaim against YEC to the extent that it pertains to delay and damages related thereto.**

Given that YEC's delay claims are stayed, the Court finds good cause to grant the motion so that each party's delay claim will be litigated at the same time. Accordingly, it is hereby

ORDERED, that the portion of BELL's Counterclaim against YEC pertaining to delay and damages related thereto is hereby stayed until such time as the stay of YEC's delay claim is lifted.

Dated: \_\_\_\_\_

4/18/03

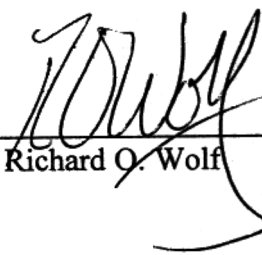
/s/  
United States District Court Judge

[Signature]

**CERTIFICATE OF SERVICE**

I hereby certify that on the 14<sup>th</sup> day of April, 2003, I caused a true copy of the foregoing Consent Motion and proposed Order to be served via facsimile and first-class mail, postage prepaid, on counsel for the plaintiff:-

Leonard A. Sacks, Esquire  
Leonard A. Sacks & Associates, P.C.  
Suite 201  
One Church Street  
Rockville, Maryland 20850



Richard O. Wolf